

Resolution No.:	<u>17-418</u>
Introduced:	<u>May 1, 2012</u>
Adopted:	<u>May 14, 2012</u>

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: Government Operations and Fiscal Policy Committee

SUBJECT: Collective Bargaining Agreement with Fraternal Order of Police

Background

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 4, 2012, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police to amend the existing collective bargaining agreement between the parties effective July 1, 2012 through June 30, 2014. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Government Operations and Fiscal Policy Committee reviewed the Agreement at a worksession on May 1, 2012, and made recommendations on May 9, 2012.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 15 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

Action


The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve full funding and approve the following amendments:

1. 3.5% longevity increment for bargaining unit members with 20 years of service.
2. \$2000 lump sum for all bargaining unit members.
3. Organ donor leave for bargaining unit members.
4. \$135,000 for tuition assistance for bargaining unit members.
5. Running shoes for bargaining unit members on the Academy staff.
6. Bike shoes for bargaining unit members who work as bicycle patrol officers.
7. Motor boots for bargaining unit members who work as traffic officers.
8. Conversion of unmarked K-9 officer vehicles to marked vehicles.

The Council intends to approve all other provisions subject to Council review.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

MEMORANDUM OF AGREEMENT
BETWEEN
THE MONTGOMERY COUNTY GOVERNMENT
AND THE
FRATERNAL ORDER OF POLICE MONTGOMERY COUNTY LODGE, 35 INC.

The Montgomery County Government (Employer) and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (Union), agree that their collective bargaining agreement effective July 1, 2010, through June 30, 2012, is extended in full force and effect for the two-year term July 1, 2012, through June 30, 2014, subject to the amendments shown on the following pages

Please use the following key when reading this agreement:

<u>Underlining</u>	<i>Added to existing agreement.</i>
[Single boldface brackets]	<i>Deleted from existing agreement.</i>
* * *	<i>Existing language unchanged by parties.</i>

The parties agree to amend the contract as follows:

* * *

Article 2 Administrative Leave

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Section K. Organ Donor Leave. An employee who is an organ donor shall be provided administrative leave for:

1. Seven (7) days in any twelve (12) month period to serve as bone marrow donor, and
2. Up to thirty (30) days in any twelve (12) month period to serve as an organ donor.

The Department Director shall grant administrative leave to an employee to serve as an organ donor.

Organ donor leave is in addition to any annual leave, sick leave, personal days or paid time off that the employee is otherwise entitled to.

The employee must provide medical documentation of the bone marrow or organ donation before leave is approved.

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Article 6 Clothing Allowance

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Section C. Shoe Allowance for Non-Uniformed Employees. Unit members receiving a clothing allowance shall receive \$95.00 per year for shoes, to be paid as provided in §B of this Article. Bargaining unit members who are assigned physical fitness training duties at the Training Academy shall be eligible for an allowance of \$95.00 per year for the purchase of running shoes. This section shall not apply to members of a recruit class.

Section D. Shoe Allowance for Certain Uniformed Officers. Unit members requiring irregular shoes sizes that are considered "hard to fit", i.e. size not available through police supply, shall receive an annual shoe allowance of \$115.00.

Bicycle officers, who are assigned bike duties full time shall receive an annual shoe allowance of \$115 in order to purchase bike shoes.

Bicycle officers who are assigned to bike duties part-time shall receive a shoe allowance every two years of \$115 in order to purchase bike shoes. If bike shoes purchased between allowances become unserviceable, the bicycle officer will turn them in at supply for the employer to replace them or provide a new shoe allowance.

The bicycle shoes must be all or predominantly black in color.

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Article 15 Hours and Working Conditions

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Section C. Publishing of Work Schedules

1. Work schedules for employees will be published three (3) workweeks in advance for a one (1) workweek schedule. However SID, SWAT and SAT schedules shall be published 48 hours in advance for a one workday schedule, PCAT schedules shall be published 72 hours in advance for a one workday schedule, but may be changed upon the mutual agreement of the officer and a supervisor. Further, schedules for Community Service Section and Crime Prevention officers shall be published one week in advance for a one week schedule, but may be changed upon mutual agreement of the officer and a supervisor except for:

* * *

Article 26 Non-Discrimination

Section A. All terms and conditions of employment contained in this Agreement shall be applied to all employees without regard to union or political affiliation, race, color, religious creed, ancestry, national origin, sex, marital status, age, disability, family responsibilities, sexual orientation, [or] genetic status, or any other basis as covered by Federal, State, and local discrimination laws, and strictly in accord with their individual merits as human beings.

* * *

[*Section C.* If an alleged violation of this Article is pursued by a grievant in any statutory forum, such as a court or administrative agency, the violation shall not be the subject of a grievance under this Agreement.]

Section [D]C. Americans with Disabilities Act. The parties recognize that the Americans with Disabilities Act (ADA) applies to members of the bargaining unit. However, any rights given under the Act may not be grieved and arbitrated under this Agreement unless such rights are otherwise provided within the terms and conditions of this Agreement. Nothing in this Agreement precludes an employee from exercising any rights under the ADA to file a cause of action in an appropriate forum.

* * *

Article 27 Secondary Employment

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Section B. Secondary Employment

1. All employees who desire secondary employment must comply with the procedures and provisions established in this Article. Except in accordance with this agreement, employees will not engage in any employment outside the department without the required approvals. (See Side Letter: March 15, 1996)

* * *

Section C. Request Procedure

1. Approval from the chief of police or designee via an agreed upon Secondary Employment Request [(MCP #307, revised 7/1/96)] must be obtained by an employee prior to engaging in any outside employment, except as stated in §C.3. (See Side Letter: May 7, 2001.)

* * *

3. For security related secondary employment, an agreed upon Employer Agreement for Security Related Work [(MCP #305, revised 7/1/96)] must be completed by the employee, signed by the secondary employer prior to working the secondary employment, and sent to the chief, Management Services Bureau.
4. Approval of both security related, and non-security related, secondary employment of a short, spontaneous, temporary duration that requires immediate acceptance by an employee, may initially be granted by the employee's district/unit commander within not more than one business day. The agreed upon Employer Agreement for Security Related Work [MCP #305] must be completed prior to the employee working any security related secondary employment. However, in every instance, the approval process [(MCP #307)] must be initiated as indicated in §C.1. In the event that approval of the written request is subsequently denied, the employee will be required to immediately terminate the outside employment in question.
5. An approval request authorizes only such work and conditions as are specifically designated on the request form. Approval or denial will be determined in accordance with this Agreement. In those instances where approval is granted, the employee may begin work. Approval will be granted as follows:
 - a. Indefinite Approval: Remains in effect until the work is completed or the employee or employer changes the status or nature of the work, in accordance with this Agreement. For each indefinite approval, the employer may request that employees confirm their employment. This request will be made no more frequently than every thirty-six months. If the employee has not responded to the initial solicitation within two weeks, the employer will initiate a second solicitation. If the employee fails to respond to the

second solicitation within two weeks, the employer may cancel the approval. The employer will notify employees of any cancellation of work approval in writing. This provision applies to all existing and future indefinite approvals.

* * *

8. All approved [MCP #305 and #307] forms submitted prior to the effective date of this article will remain in effect until their normal expiration as set forth in section C.4 and 5 above, unless rescinded for other cause, or prohibited by this article.

* * *

Section D. Restrictions

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5. Employees who have had medical restrictions placed upon them as a result of an illness or injury must abide by those restrictions while working secondary employment. Employees with such restrictions may be subject to Section D(3) above. If employees are restricted from wearing their uniform while on-duty, they shall not wear their uniform during secondary employment.
- [5.]6. Employees will not use any police equipment or exercise any police authority while engaged in any secondary employment while their police powers are suspended.
- [6.]7. In Montgomery County, employees will not engage in secondary employment in any capacity for any business that sells, dispenses or handles alcoholic beverages with the following exceptions: An employee may work for a store, restaurant, motel, hotel, country club or similar establishment as a security person, desk clerk, or similar capacity, provided no part of the employee's specific duties are related to or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.
- [7.]8. No employee shall engage in business with the Montgomery County Government without first revealing his/her employment status with the County.
- [8.]9. Except for uniformed secondary employment, employees will not engage in secondary employment if the authority vested in them as a county employee (to be a police officer) is a requirement for obtaining or holding the employment.
- [9.]10. Employees will not divulge their association with the department in the course of their employment as a sales person.
- [10.]11. Except as provided in this article, employees may not be employed by or have any ownership interest in any business subject to the authority of or doing business with the police department.
- [11.]12. No towing service owned and/or operated by off-duty Montgomery County police employees shall be used for towing of vehicles at the request of on-duty Montgomery County police employees unless specifically requested by the owner or operator of the

vehicle involved.

[12.]13. School Bus Operator - No employee of the department shall operate a school bus immediately after working a midnight shift.

[13.]14. Employees, in the performance of their secondary employment, will not take advantage of any services provided by the department unless in the performance of legitimate police action. (Under the provisions of the CJS Law, it is a violation to disseminate criminal records information to non-criminal justice agencies or to anyone when not in the scope of official business. Further, obtaining any information, criminal or non-criminal, can only be done in the same capacity as a private citizen when not for official police activity. Any deviation from this can subject the employee to tort liability.)

[14.]15. Employees may not use confidential information gained in county employment for outside financial gain or for any purpose other than use in county employment.

[15.]16. Employees, while on duty, may not accept or solicit referrals for their secondary employment.

[16.]17. Employees will not distract or coerce other county employees during their scheduled work hours to buy or use products or services sold or offered as part of their secondary employment.

[17.]18. PPVs and SOFVs may be driven to and from the job site and used as a stationary observation post but must not otherwise be used in the course of or in furtherance of their secondary employment work. While using the vehicle as a stationary observation post, employees must monitor the police radio as required by this Agreement.

[18.]19. Employees are prohibited from working for any person(s) or any entity owned (at least 5% ownership) by a person, or persons, they supervise, or who supervises them as part of their county employment.

20. Approval for secondary employment may be suspended by the employer based upon credible information that the secondary employer, official of the employing company, or an employee's supervisor, becomes the subject of a law enforcement investigation or enforcement action other than a petty offense or traffic charge where the focus of the investigation or enforcement action creates a conflict of interest between the secondary employment and the employee's status as a police officer.

Employees will cease employment upon notice by an appropriate supervisor of a suspension pursuant to the above condition.

Employment suspended under this section may be reinstated without need for reapplication, at the conclusion of the law enforcement investigation or enforcement action.

Section E. Security Related Secondary Employment

1. No employee shall work in security related secondary employment unless:

a. The employee completes both the Secondary Employment Request and the Employer Agreement for Security Related Work. [MCP #305 and MCP #307.]

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Section F. Additional Restrictions - Uniform Secondary Employment

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5. Uniform off-duty security employment is prohibited in the following circumstances:

* * *

- d. The secondary employment establishment sells, distributes or serves alcoholic beverages unless two or more officers are hired to work and are present the entire time, and provided that no part of the employee's specific duties are related to, or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.

* * *

13. Unit Members may be employed in uniform for the following functions:

* * *

- e Teaching or instructing a law enforcement topic for a college or university.

[e]f Under other reasonable circumstances where the parties agree, is in the interest of public safety.

14. Employees may not work in uniform in any capacity for employers engaged in the security guard, private investigator, or private detective business.

Section G. Uniforms and Equipment. Employees, in the performance of their secondary employment, are permitted to carry and utilize the following issued county, or otherwise authorized, equipment:

1. Weapons/Protective instruments (carried in an inconspicuous manner unless uniformed): Handgun; OC spray; [ASP] baton; [and Maglight] flashlight; electronic control device and other weapons/protective instruments mutually agree upon by the parties.
2. Portable radio; Ballistic vest; Handcuffs; MCP badge and credentials.
3. Baseball cap or other headgear (uniformed only).

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Section H. Cancellation of Employment. Any employee who ceases or cancels secondary employment will notify the employer in writing [forward the MCP #307], indicating cancellation, if:

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Section I. Traffic Direction. Employees who are hired for traffic direction or traffic control shall wear

their issued reflective vest or raingear (as appropriate).

Article 28 Service Increments

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Section A. Service Increment

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3. The FY11 and FY12 service increments were not funded by Council shall continue to be deferred in FY13. Additionally, service increments for FY13 shall be deferred for one year.

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Section J. Employees whose longevity step was deferred during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Any employees who reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

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Article 30 Uniforms and Equipment

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Section C. Wearing of the Uniform.

4. [During the months of March, April, May, September, October, and November, due to the variability in outdoor temperature conditions, officers may choose to wear either the long or short sleeved uniform shirt. At other times of the year, the Department will determine which uniform shirt to wear.] At all times of the year, members will determine whether to wear either the long or short sleeved uniform shirt.
5. The wearing of a tie [ties] while in uniform will be optional except [for formal events, court appearances, and wearing of] when an officer wears the formal (Class A) uniform.

* * *

Section P. Traffic Officers and Organizational Emblems. Traffic officers shall be issued heated clothing and rainwear to be identified in Appendix I. Emblems identifying any other organization other than the FOP may not be worn on uniforms. Traffic officers shall be initially issued two pair or new motor boots. Traffic officers shall receive a new pair of motor boots every third year unless a pair becomes severely damaged and rendered unusable or are otherwise beyond repair.

* * *

Article 31 Reopener

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Section G. Reopener. In September 2012, there shall be a reopener for the second year of the contract (July 1, 2013 to June 30, 2014) limited to:

1. Cash compensation
2. Reopener
3. Duration (Article 47) to permit a 3rd year
4. Health care issues, including union administered health care

Article 32 Health and Safety

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Section E. Bio-Packs.

Due to changes in Federal law (FDA/CDC), this program is currently suspended. In the event that Federal law changes to allow the reinstitution of such a program the parties agree to reopen Article 32, Section E for further discussions.

* * *

Section H. Timely Information Concerning Officer Safety.

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3. Upon receipt of information of a credible threat against an employee police officer, or an employee police officer's family arising in connection with her/his office or relationship with the County, the employer will immediately notify and provide for, through all reasonable and necessary means, the safety and security of the affected officer and her/his family.

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Article 35 Vehicles

Section A. PPV/SOFV Program. The continuing intent of this Article is that vehicles assigned as PPVs will take precedence over vehicles assigned as SOFVs. The number of [PPVs] vehicles available to members of the bargaining unit will not be reduced during the term of this Agreement, except that during FY2013 and FY2014 only, the County will make its best efforts to maintain the number of vehicles available to unit members. The County will use its best efforts during the term of this Agreement to allocate cars among the Districts so as to make it possible for the most senior officers to be assigned PPVs and to make vehicles available to eligible officers (subject to Council imposed budget limitations and service needs). (See Side Letter Dated 6/20/2011)

Section B. Restrictions.

1. Vehicles assigned to unit members [who reside] whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles. All benefits, rules and regulations which

apply to PPVs shall apply to these vehicles. An officer whose domicile is outside, but near, the County's borders may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle to and from his/her domicile. Vehicles assigned to officers living outside of Montgomery County shall be restricted to "to and from" use only.

2. Vehicles assigned to unit members who do not reside in Montgomery County may be used in the same manner as unit members who reside in Montgomery County, so long as such use (except as otherwise provided in this Agreement) is confined within in the borders of Montgomery County. Vehicles assigned to unit members who do not reside in Montgomery County will be parked in Montgomery County will be parked in Montgomery County at the location of the officer's duty assignment, a district station or 24-hour police facility, a 24-hour fire station (except Hyattstown), a secure Federal facility if allowed by the facility, or other secure facility mutually agreed upon by the parties.

Section C. Training Academy. Officers assigned to the Training Academy shall be issued (in order of seniority) full-use unmarked vehicles. All benefits, rules, and regulations which apply to PPV's/SOFVs shall apply to these vehicles.

Section D. General. Eligible officers participating in the vehicle program will be issued a police vehicle for on-duty and off-duty use subject to the regulations in this Article. All take home vehicles assigned to officers will be defined as personal patrol vehicles (PPVs). This policy pertains to all officers assigned PPVs and to those temporarily assigned PPVs, where applicable. Failure to properly maintain the vehicle or to comply with the regulations and procedures contained within this Article may result in the officer's suspension from the PPV/SOFV program, or in cases of multiple offenses, termination of the officer's participation in the program. [See Side Letter.]

Section E. Program Objectives. The goal of the vehicle [PPV] program is to provide the highest level of police service to the community by providing greater police presence on the streets and in the neighborhoods of Montgomery County and by enhancing the responsiveness of both on-duty and off-duty officers to calls for service.

Section F. Program Eligibility.

1. All officers, regardless of assignment, will be eligible for the [PPV] vehicle program subject to the limitations set forth below.
2. With the following exceptions, [officers] an officer's domicile must [reside] be in Montgomery County to be eligible for the PPV program.

* * *

3. Officers will become eligible for permanent [PPV] vehicle assignment after satisfactorily completing probation in the PO I rank. [PPVs] Vehicles will be assigned to eligible officers as the vehicles become available. Vehicles shall not be assigned to any officers who reside out of County unless the list of eligible officers who reside in County is satisfied.
4. All officers will be assigned marked police vehicles with the below-listed exceptions. This list may be changed upon the mutual agreement of the department and the union.

* * *

[c. Canine officers described in § F.2.]

[d.]c. Special Assignment Teams

[e.]d. Tactical Section

[f.]e. Office of Internal Affairs

[g.]f. Office of Media Services

[h.]g. District Court Liaison

h. Centralized PCAT-fifty (50) percent not to exceed eight (8) unmarked vehicles

5. Two lists of officers, arranged by seniority as defined in Article 12 *Seniority* of this Agreement, will be established and used to determine the order of eligibility for [PPVs] assigned vehicles. One list will be maintained for marked vehicles and a separate list will be maintained for unmarked vehicles. The lists will be updated as promotions and transfers take effect and will be provided to the FOP on a monthly basis. Officers with equal seniority will be assigned a [PPV] vehicle pursuant to Article 12 Seniority.

Section G. Program Regulations. The following regulations apply to all participating officers as well as those officers using PPVs/SOFVs on a temporary basis:

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2. PPVs/SOFVs will not be operated within four (4) hours after the officer has ingested any amount of alcohol. PPVs/SOFVs will not be operated after the officer has ingested any drug that impairs his ability to operate the vehicle. No alcoholic beverages will be carried in the PPV/SOFV except when they are seized as evidence or contraband.
3. Officers will not use the PPV/SOFV as a part of secondary employment, except as provided in this Agreement.
4. a. Officers operating or riding in the PPV/SOFV off-duty will carry a department approved handgun on their person (unless light duty restrictions dictate otherwise for the passenger), will have at least one pair of metal or flex handcuffs in the vehicle, and will carry their credentials. Officers will display their credentials upon request. Non-uniform attire must be such that it projects a favorable image for the department, and does not create a safety hazard for the officer. Officers are prohibited from wearing open-toe sandals, shower shoes, or in the case of female officers, shoes with more than a 1" heel. The minimum acceptable attire for male officers is long pants or "Bermuda" shorts, a sleeved shirt and socks and shoes or sneakers. Minimum standards for female officers are long pants or "Bermuda" shorts, a skirt or dress, a sleeved shirt or blouse, socks or stockings, shoes or sneakers. In all cases, non-uniform attire will be clean and free of tears and holes.

* * *

5. Officers operating a PPV/SOFV in non-uniform clothes will make traffic stops only when

inaction would reflect unfavorably upon the department.

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7. The PPV/SOFV will not be used to carry excessively large or heavy loads or objects which protrude from the trunk or windows, except when required in the performance of official duties.
8. The portable radio, mobile or cellular telephone, shotgun, long gun, and other weapons will be removed from the vehicle and stored at the officer's residence or station locker when the vehicle is unattended other than for a short period of time. [PACA] Ballistic vests and all other uniform equipment will be removed from the passenger section of the vehicle and stored in the trunk of the PPV/SOFV or in the officer's residence or station locker when the vehicle is unattended other than for a short period of time. For example, they should be removed when the PPV is parked overnight at the officer's residence or SOFV is parked overnight at an approved facility. The participating officer will ensure that unauthorized persons do not handle department weapons or equipment.
9. Only department-issued shotguns and long guns will be carried in PPVs and such [shotguns] weapons must be carried in the secure carrier where provided.
10. Unattended PPVs/SOFVs must be locked at all times.
11. The chief of police or his/her designee may temporarily assign PPVs/SOFVs according to the following priority: (1) officers normally participating but temporarily without a car; and (2) officers who have attained permanent status and meet all other eligibility requirements but have not been assigned a car. Assignments made under this provision shall be made pursuant to Article 12 *Seniority*.
12. Officers permanently transferred from an assignment requiring the use of a marked vehicle to an assignment requiring the use of an unmarked car, or vice-versa, or who otherwise become ineligible for the program, will turn the vehicle into the department's fleet coordinator for reassignment. The chief of police or his/her designee shall reassign the vehicle using the appropriate eligibility list. (See Side Letter Dated 3/15/1996)
13. a. Officers assigned PPVs/SOFVs and who are on light duty (i.e., no longer able to perform fully in their present assignment), extended sick leave (more than one work week), disability leave, administrative leave (when an officer is responsible for the taking of a human life or the serious injury of a person or when an officer's police powers are suspended because he/she has been charged with a criminal offense or charged with operating a motor vehicle while under the influence of alcohol or drugs), or who are suspended from duty, will turn in the vehicle to the district/unit commander. The chief of police or his/her designee, will either temporarily reassign the vehicle within the district/unit or park/store the vehicle at the station. Officers temporarily reassigned (60 days or less) to another unit may retain the use of the PPV.

* * *

14. In instances of short duration (less than one week), PPV participants may permit the off-duty use of their PPVs/SOFVs by officers in their same unit or type of assignment, who are eligible for the program. In all such instances, as soon as practicable, the PPV participant

will make appropriate notification to his/her unit/district commander.

15. During vacations or extended periods (one week or longer) when the participating officer is out of the county, the PPV/SOFV may be temporarily assigned by the chief of police or his/her designee, to another eligible officer in the same district.
16. Officers will not allow off-duty use of their PPV/SOFV by officers who are not eligible for the program.
17. No unauthorized personnel are permitted to operate the PPV/SOFV except in an emergency.
18. So as not to give the public the impression the department endorses or promotes a particular activity, political candidate, or cause, officers are prohibited from using the PPV/SOFV while engaged in political activities such as setting up signs, and attending rallies, caucuses, promotional events, or fund raisers, etc. Bumper stickers, decals, insignia, banners or placards provided by the department and related to the interest, purpose or mission of the department/county, may be attached to the PPV/SOFV. FOP organizational emblems may be attached to the PPV/SOFV. Unauthorized or nonconforming items will be removed from the vehicle.

Section H. PPV/SOFV Operating Procedures

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3. Off-duty officers, while operating PPVs or SOFVs, are required to respond to incidents or calls for service which come to their attention through any of the following means: (1) on view; (2) citizens; (3) radio monitored activity of a serious nature occurring within reasonable proximity to their location.

* * *

6. Minor incidents, to include disabled vehicles, stranded motorists, and citizens in need of assistance, encountered while operating a PPV/SOFV off-duty, will be handled and cleared by the off-duty officer. In situations which dictate the writing of a report by the off-duty officer, the report will be completed as soon as possible. Completed off-duty initiated reports may be placed in any district station report tray which is convenient to the officer. All off-duty reports will bear the initials "OD" in front of the officer's ID number in the appropriate space.
7. Animals will not be transported in the PPV/SOFV except in unusual circumstances.
8. Traffic collisions encountered by officers off-duty in a PPV/SOFV will be handled in accordance with departmental policy, except for the following types of collisions: fatal accidents, serious personal injury collisions when the victim is transported; hit and run collisions when evidence or witnesses exist; and collisions involving government-owned vehicles. These collisions will be handled by on-duty units. The procedure for submitting the collision report is the same as that for the event in § H.6. Additionally, the officer generating the report will be responsible for completing the log-mile references.

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Section I. Overtime Compensation

1. Consistent with Article 15 *Hours and Working Conditions* §A.1.a, overtime compensation will be granted (within budget limitations) for that period of time in excess of two (2) hours to participating officers who must work on an incident while in their off-duty PPV/SOFV status. Response to an incident while in an off-duty PPV/SOFV status does not constitute an official call-back as defined in this Agreement.

* * *

3. When submitting an overtime request [on MCP #44], the officer will [strike the words "call back" on line #2 and] insert the name of the supervisor who authorized the overtime. The words "off-duty PPV response" will be [written next to the supervisor's name on the same line] noted on the request.

Section J. Maintenance Procedures.

1. Officers assigned PPVs/SOFVs are responsible for the maintenance and care of the vehicle and are not relieved of that responsibility when permitting another officer to operate the vehicle.
2. The Employer will provide notification of PM dates to PPV/SOFV participants. Any officer who is unable to meet his/her scheduled preventive maintenance date, should notify the Division of Fleet Management, [DPWT] DFMS, no later than 24 hours (or as soon as practicable) before the scheduled date.

* * *

3. Weapons, cellular telephones, pagers and portable radios will not be left in a vehicle interior or trunk while being serviced. Officers will remove all other issued material and equipment such as helmets, nightsticks, etc., from the vehicle interior while it is left for service and secure the items in the vehicle trunk. The officer shall check the condition of the equipment prior to and immediately following any service. Any missing or damaged items will be reported to the Department's Fleet Manager by phone or email and the officer will initiate the appropriate event report regarding the lost item(s).
4. Officers are responsible for the cleanliness of the vehicle and for maintaining the vehicle and equipment in working order. Vehicles must be free of litter and personal items when returned to the Department's Fleet Manager for vehicle reassignment, maintenance, etc.
5. Vehicles that have been damaged due to a collision or vandalism shall be brought to the Division of Fleet Management, [DPWT] DFMS, within 48 hours of the occurrence. If in the judgment of the vehicle operator, the damage to a vehicle renders the vehicle unsafe to drive, the officer will have the vehicle towed, or bring the vehicle to the Division of Fleet Management, [DPWT] DFMS, immediately.
6. If an officer determines that a repair has not been made or that the vehicle is unsafe, the officer shall not take the vehicle from the Division of Fleet Management, [DPWT] DFMS.
7. If the Division of Fleet Management, [DPWT] DFMS, determines that a vehicle does not meet minimum safety standards, the vehicle shall not be driven until it is repaired.

Section K. Equipment Modifications/Additions

1. The [following] below are modifications or additions that can be requested for [PPVs] vehicles. Approved modifications/additions installed prior to July 1, 2012 may be maintained in the vehicle as is. Changes made after July 1, 2012 must comply with this section:

- [a. Standard broadcast radios (AM; AM/FM; AM/FM Tape) (Replacement Only.)
- b. Tape or disc players (Replacement only.)
- c. Standard broadcast radio antennas]
- [d]a. Citizen band radios provided they do not interfere with vehicle or radio functions.
- [e]b. Mud flaps-subject to the following restrictions: white in color for marked cars and color coordinated for unmarked cars; vinyl only; cannot be more than 1" wider than the tire; and must be purchased at the officer's expense
- [f]c. VHF scanners/monitors provided they do not interfere with vehicle or radio functions.
- [g Cellular or digital telephones]
- h. Satellite radios
- i. GPS devices
- [h]j. [Privately owned electronic] The above equipment [cannot] may not be installed in a police vehicle unless the inclusion of such equipment will not impede the proper operation of the vehicle and/or County installed equipment and manufacturer or county installed safety equipment based upon manufacturer's recommendations, as determined by the Division of Fleet Management, [DPWT] DFMS, or other appropriate designee determined by the Employer. Such determination shall not be arbitrary or inequitable. "Inequitable" means that comparable vehicles that are similarly equipped are not treated similarly.
- k. Additional emergency lighting or equipment cannot be installed by any employee on any county owned vehicle.

2. *Privately-Owned Electronics Installation Restrictions*

- a. Only personally owned electronic equipment specified in Section K,1 may be installed and only if it is solely powered by plugging the device into the existing County owned power points (i.e. "cigarette lighter plugs") in the vehicle. No personally owned electronic equipment will be attached to or interconnected with county-owned electronics or mounting hardware, nor shall private electrical connections be bridged or connected on county-owned electronic equipment and associated terminals. [Power take-off points will be specified and approved by the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DPWT, or other appropriate designee as determined by the Employer.]

* * *

- c. The county/department will have no responsibility for the [installation, relocation,] servicing[,] or repair of any privately owned electronics equipment. All privately-owned electronics equipment will be installed at the participating officer's expense and must be installed by the Division of Fleet Management, DFMS.
- d. All privately owned electronics and associated hardware (brackets, antennas, etc.) will be removed by the Division of Fleet Management, DFMS at the participating officer's expense upon notification of trade-in or transfer of the vehicle. Any cover plate (including radio antenna hole cover plate) that had to be removed to permit installation of electronics must be reinstalled prior to turning in the vehicle.

3. *Approved Electronic Installation Points*

- a. An officer must obtain approval, via memorandum, from the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DFMS for the installation [points for] of private electronic equipment. The officer will forward the original of the approval memorandum [form] to a department designee and will retain the copy.
 - [b. Subject to the approval required in §K.1., radio antennas supplied by the vehicle manufacturer or those similar in design may be installed in the pre-drilled location. Vehicles without pre-drilled antenna holes have a built-in antenna for radio hookup.]
4. *Prohibited Modifications.* No modification/additions (including the alteration/substitution of equipment) to the PPV/SOFV may be made without the written approval of the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, [DPWT] DFMS, or other appropriate designee as determined by the Employer.

Section L. Required Issued Equipment. The following equipment must be carried in the PPV/SOFV at all times and maintained in proper working condition, however the unit commander in SID may exempt certain of its personnel from the requirements of this section:

* * *

12. Weapons of Mass Destruction (WMD) equipment

* * *

Section N. Use of Vehicles for Business. Subject to the availability of fleet vehicles, officers not assigned a PPV may use a fleet vehicle from their assigned district station/unit, to travel to/from their district station/unit to/from court, hearings, or other duty-related business which they are required to attend while off-duty. If an officer not participating in the PPV/SOFV program or an officer who is a PP/SOFV program participant, but is temporarily without the use of the PPV/SOFV, uses his/her private vehicle for such travel, the officer shall be reimbursed and insured for such travel at the rate specified in Article 23 § A.6 "Local Travel" of this Agreement.

Section O. Replacement of Vehicles.

1. Except as provided in paragraph 2 of this section, when an officer becomes eligible for the PPV/SOFV program, the officer will be issued a vehicle consistent with current practice. [See Side Letter dated 3/15/1996.]
2. When an officer who has a PPV/SOFV is assigned to one of the below listed units, the officer will turn in his/her PPV/SOFV to the Department's Fleet Manager and use one of the assigned unit vehicles as their PPV/SOFV.

* * *

h. PCAT unmarked vehicles

[h]l. Other units where the car is uniquely equipped for use in that assignment

Vehicles assigned to officers transferred to the unit with similar vehicles will be retained by the officers. Except for SID, if a unit vehicle is not available, the officer will retain his/her PPV/SOFV until a unit fleet vehicle is available. When the officer leaves a unit that has unit assigned vehicles, s/he will turn the vehicle in to the Unit Commander and shall be placed on the eligible list for the type of vehicle that is required for the new assignment.

3. Except for units that have unit assigned vehicles, when an officer is transferred from an unmarked to a marked assignment (or vice versa), and there is not a vehicle available, the officer will retain his/her existing PPV/SOFV until the proper type of PPV/SOFV becomes available.

* * *

Section P. Training

1. Within 7 calendar days of the receipt of a [new] different vehicle officers must schedule driver training with the Training Division.

* * *

Section Q. Single Officer Fleet Vehicle Program [See Side Letter.]

1. Prior to July 1, 2009, the County will make single officer fleet vehicles available to all officers who are not eligible for the PPV program because they do not reside within Montgomery County. Such vehicles must be appropriate (marked or unmarked) for the officer's duty assignment. This section is subject to the language for FY2013 and FY2014 as enumerated in Section A of this article.

* * *

Section R. EZ Pass Transponders (from MOA 11.29.2010)

1. Attachment of EZ Pass transponders

- a. The Employer will permanently affix transponders to all vehicles except designated covert vehicles. Transponders will not be removed, tampered with or altered unless reasonably necessary to secure the device or authorized by the employers designee.

- b. Transponders will be assigned to each covert vehicle and are to be stored in the glove compartment, console or other secure place within the assigned vehicle when not in use.
- c. Designated covert vehicles will be considered those unmarked vehicles assigned to the following units: Special Investigations Division, all Special Assignment Teams, Centralized Auto Theft, Firearms Unit, and the Fugitive Section. This list may be changed upon the mutual agreement of the employer and the union.

2. Use of EZ Pass transponders

County owned transponders are intended for use on or off duty when in a County owned vehicle within Montgomery County while traveling the ICC and adjacent entrances and exits and outside of Montgomery County only while on official County business and with prior authorization by the employers designee.

3. Employees will not be responsible for cost of work related usage of an EZ Pass transponder. Employees may be billed for actual costs incurred by the employer for use of the transponder which can be determined to be non work related. The employer bears the burden to demonstrate a financial loss before pursuing reimbursement from an employee. The County shall provide prompt notification to the employee of any billing for an instance or personal use that incurred a cost to the employer and shall specify the amount, the location, the date(s) and time(s). The employer shall provide copies of all documents used to demonstrate any financial loss.

This section of the agreement (Section R) may be reopened by the parties within 30 days of any determination or information that some or all of the provisions provided to Montgomery County by the Maryland Transportation Authority changes and affects the use or billing for use of the ICC toll road.

Article 36 Wages

Section A. Wages. Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011 [and] 2012, and 2013. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled. [Appendix T]

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular

earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

* * *

Article 44 Promotions

* * *

Section G. All eligible officers (applicants) who are interested in participating in any competitive promotional process must complete the general information portions of the online application as required by the promotional bulletin and apply online as a Montgomery County employee. This online program will be managed by the Office of Human Resources (OHR) and will be the exclusive application program for all promotional processes. The employer will provide the means for a member to confirm receipt of the promotional form by OHR immediately after the online form is completed.

* * *

Article 47 Duration of Contract

This agreement shall become effective on July 1, [2010] 2012, and terminate on June 30, [2012] 2014.

* * *

Article 51 Personnel Files

* * *

Section B. Custody and Review

* * *

2. The Occupational Medical Section shall maintain the official medical records file for each County employee. Bargaining unit member's medical information shall remain confidential and maintained in compliance with this agreement and any relevant laws, including but not limited to HIPAA and GINA.

* * *

Article 59 Family Medical Leave Act

* * *

Section C. Integration Provisions

1. Use of FMLA leave

- a. Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:

* * *

- (2) May be used on a continuing basis or, with the approval of the employee's [supervisor] employer, may be used on an intermittent or reduced workweek basis;

* * *

- c. FMLA leave taken for medical purposes to care for, or arrange care for, a serious health condition of the employee's spouse, domestic partner, minor child, adult child incapable of self care, or parent or because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position:

* * *

- (4) [A supervisor] The employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the functions of the employee's position, or for the serious health condition of the employee's family member. A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. As provided by the FMLA, medical certification for FMLA leave may be required for any of the following reasons:

* * *

- (c) the [supervisor] employer has a reasonable basis to suspect the employee of FMLA leave misuse or abuse;

* * *

- (5) [A supervisor] The employer may require medical recertification of a serious health condition of the employee or the employee's family member. Such recertification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

* * *

- (c) the [supervisor] employer receives reliable information that leads to a reasonable doubt upon the continuing validity of the original certification; or,

* * *

- (6) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the [supervisor] employer.

- (7) If the [supervisor] employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member, the [supervisor] employer may after providing reason(s) for such doubt to the employee, require the employee to obtain, at the County's expense, a medical opinion from a second health care

provider designated by the Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

* * *

- (10) When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee may be referred by the [supervisor] employer to the Occupational Medical Section for clearance to return to work.

* * *

- e. Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and provide as much advance notice as possible to the [supervisor] employer so as not to unduly disrupt the work unit. When unforeseen events occur, notice of the need to use FMLA leave shall be given as soon as practicable, ordinarily within 1 or 2 working days.

* * *

- g. Either the employee or [supervisor] employer may designate leave as FMLA leave. The [supervisor] employer should designate leave as FMLA leave if the information available to the [supervisor] employer from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The [supervisor] employer must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

* * *

Article 63 Family and Child Care

Section A. Vision; Flex-Schedules. Consistent with the vision of the County's work/life initiative, the parties shall work together to ensure a diverse and equitable workplace built on cooperation, flexibility, openness, respect and trust, where employees can achieve excellence and balance work, career, home, family and community life. In compliance with this vision, whenever practicable, flexible scheduling and job-swapping shall be allowed for parents with child care responsibilities, and for the employees to care for the employee's spouse, domestic partner, adult child incapable of self care, or parent, who live with the employee, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

* * *

Appendix H Internet, Intranet, & Electronic Mail Use by FOP Bargaining Unit Members

* * *

III. POLICY

Internet/Intranet access and e-mail systems are provided to bargaining unit employees for the use in conducting the County's official business. Each employee shall be accountable to check email while on-duty and at work, and the employer shall be accountable to ensure that each employee governed by this appendix is provided the time and means to adequately access and process employer provided e-mail. Unless an exception is specifically approved by the employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/Intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County law, County regulation applicable to the bargaining unit. Although the use of County provided Internet/Intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances arise that necessitate personal use of these systems. Such use is to be kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access or e-mail systems in accordance with this Policy.

* * *

Appendix U Memorandum of Agreement

Fraternal Order of Police, Lodge 35, Inc. ("FOP"), and Montgomery County, Maryland ("Employer"), agree to the following amendments to the Collective Bargaining Agreement (CBA).

A. The parties agree to the following:

1. Individual officers will record every traffic stop by entering into an electronic database all data fields listed in TA, Section 25-113. A Traffic stop is any instance in which a MCPD officer for any reason directs a person operating a motor vehicle of any type to stop and the motorist is detained for any period of time. Traffic stops subject to exemption from data collection under the law will also be exempt as it applies to this agreement. [Traffic stops based on a checkpoint or roadblock, radar, laser or vasesar technology, a stop of multiple vehicles due to a traffic accident or emergency situation requiring the stopping of vehicles for public safety purposes or a stop based on the use of license plate reader technology are exempt from the data collection.]

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of _____ 2012.

**FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35**

**MONTGOMERY COUNTY Government,
MARYLAND**

By: _____
Marc B. Zifcak
President

By: _____
Isiah Leggett
County Executive

Dana Brown
Vice President

J. Thomas Manger
Chief of Police

Approved as to Form and Legality
County Attorney's Office

Memorandum of Understanding
between
Fraternal Order of Police Montgomery County Lodge 35, Inc.
and
the Montgomery County Government
Montgomery County Maryland
For July 1, 2012 to June 30, 2014

This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes certain agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2011 through February, 2012.

1. The parties acknowledge that certain provisions of this Collective Bargaining Agreement are inconsistent with Montgomery County Council Resolution No. 17-149 and Bill 11-11, which are currently the subject of a legal challenge filed by the FOP.
2. The parties accordingly have reached no agreement regarding the subject matter covered in these provisions.
3. By entering into a Collective Bargaining Agreement effective July 1, 2012 the parties do not intend to affect the rights or positions of the parties on any subject matters covered in any litigation between the parties as it relates to the matters covered in the Resolution and Bill.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February, 2012.

Fraternal Order of Police, Lodge 35, Inc.:

By: Marc B. Zifcak 2/6/12
Marc B. Zifcak, Pres. Date

By: Torrie Cooke
Torrie Cooke, Chief Negotiator

Montgomery County, Maryland:

By: Isiah Leggett 02/13/2012
Isiah Leggett, County Executive Date

By: William Scott
William Scott, Chief Negotiator

Approved as to form and legality
Office of the County Attorney

By: [Signature] 2/6/12
Date

**Memorandum of Agreement
between
Fraternal Order of Police Montgomery County Lodge 35, Inc.
and
the Montgomery County Government
For July 1, 2012 to June 30, 2014**

The Parties hereto, the Fraternal Order of Police, Lodge 35 and Montgomery County Maryland, agree to a new Collective Bargaining Agreement, effective July 1, 2012, for the employees in the Police bargaining unit for Fiscal Years 2013 and 2014.

1. The County Executive shall make a good faith effort to have all terms and conditions implemented by Council action. The County Executive shall take all actions within his legal authority necessary to obtain the approval and funding for this Agreement from the Montgomery County Council including, but not limited to, proposing legislation, estimating the cost of this agreement for the County Council, and making public statements and press releases in favor of this Agreement.

2. All terms of the July 1, 2008 to June 30, 2012 Collective Bargaining Agreement, and the Side Letters and Appendices thereto, are incorporated into this Collective Bargaining Agreement, subject to the following amendments.

3. Article 36, Wages: The County agrees to pay a \$2,000 lump sum payment in FY 2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY 2013. Employees who are on unpaid leave and return to work during FY 2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by a separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

4. All of the attached "tentative agreements" signed and attached hereto shall be incorporated into the Collective Bargaining Agreement.

5. Article 47, Duration: July 1, 2012 to June 30, 2014.

6. Article 31, Reopener: In September 2012 there shall be a reopener for the second year (July 1, 2013 to June 30, 2014) limited to:

- a. Cash compensation
- b. Reopener

- c. Duration (Article 47) to permit a 3rd year
- d. Health care issues, including union administered health care

7. Article 36: Continued postponement of 4.25% General Wage Adjustment previously due in FY 2010.

8. Article 36: Continued deferral of two increments for FY 2011 and FY 2012.

9. Article 36: One year deferral of FY 2013 increments.

10. Article 28: Employees whose longevity step was deferred during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Any employees who reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this ____ day of February, 2012.

Fraternal Order of Police,
Lodge 35, Inc.:

By: Marc B. Zifcak
Marc B. Zifcak, Pres.

2/6/12
Date

Montgomery County, Maryland

By: Isiah Jeggett 2/2/12
Isiah Jeggett, Date
County Executive

Torrie Cooke
Torrie Cooke,
Chief Negotiator for FOP

2/6/12
Date

William Scott 2-6-12
William Scott, Date
Chief Negotiator for County

Approved as to form and legality
Office of the County Attorney

By: [Signature] 2/6/12
Date

Tentative Agreements between the FOP and Montgomery County as of February 6, 2012

Waiver of Time Limits

Department Rules FC 300, Rule 17 Maintenance of Property

Article 2 Admin Leave, Section K (organ donor)

Article 6 Clothing Allowance, Section C Academy

Article 6 Clothing Allowance, Section D Bike Shoes

Article 15 Hours & Working Conditions, Section C. Publishing of Work Schedules (1) PCAT

Article 25 Transfer, Section F (SRO Interview Panel) Side Letter

Article 26 Non-Discrimination, Sections A, B & C

Article 27 Secondary Employment

MOA (personal carry of handguns)

MOA, Side Letter (Glocks)

Article 30 Uniforms and Equipment, Section C. (1) (short or long sleeves)

Article 30 Uniforms and Equipment, Section C. (5) (wearing of ties)

Article 30 Uniforms and Equipment, Section P. (motor boots).

Article 32 Health and Safety, Section E (bio packs)

Article 32 Health and Safety, Section H (3) (threats against officers)

Article 35 Vehicles

Article 44 Promotions

Article 51 Personnel Files, Section B (2) (HIPPA)

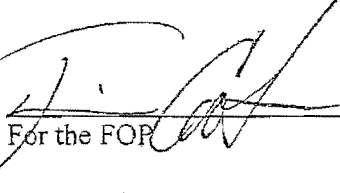
Article 59 FMLA

Article 63 Family and Childcare, Sections A

Appendix H Internet, Intranet, & Electronic Mail Use, Section III

Appendix U (MOA on Traffic Stops)


For the County


For the FOP

2/6/12